

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

THE HUNT IRREVOCABLE TRUST,	:	
et al.,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No. 21cv679-RGA
	:	
AIR MEDICAL GROUP HOLDING, LLC,	:	
	:	
Defendant.	:	

MEMORANDUM ORDER

I consider *de novo* Defendant's objections (D.I. 21) to the magistrate judge's R&R (D.I. 18).

The first objection, that Plaintiffs disclaimed reliance on § 6.06(b) as a provision of the contract that was breached, strikes me as frivolous. Defendant quotes part of Plaintiffs' brief (D.I. 21 at 2, quoting D.I. 14 at 15), but in my view, it is a misreading of the brief. The first objection is **OVERRULED**.

The second objection relates to the question of whether the settlement payment paid in March 2020 (D.I. 9 at ¶ 20; D.I. 11 at 6) is "Retained Property" the Defendant needed to turn over to Plaintiffs. There are arguments about why Plaintiffs' theory does not make sense (at least some of which are not properly considered on a motion to dismiss), but the settlement payment seems to literally fall within the description of Retained Property in the second part of Exhibit E-1. Thus, Plaintiffs plausibly allege a breach of contract, and the second objection is **OVERRULED**.

The third objection, concerning the statute of limitations, is **OVERRULED**. It is not apparent from the face of the complaint and the contract that the statute of limitations bars the complaint.

The fourth objection, to the unjust enrichment count, might have some merit, but it is premature to reach that conclusion when Defendant has not yet filed an answer to the Amended Complaint. The fourth objection is **OVERRULED**.

The R&R (D.I. 18) is **ADOPTED** to the extent necessary to the above discussion. The motion to dismiss (D.I. 10) is **DENIED**.

IT IS SO ORDERED this 11 day of March 2022.


United States District Judge